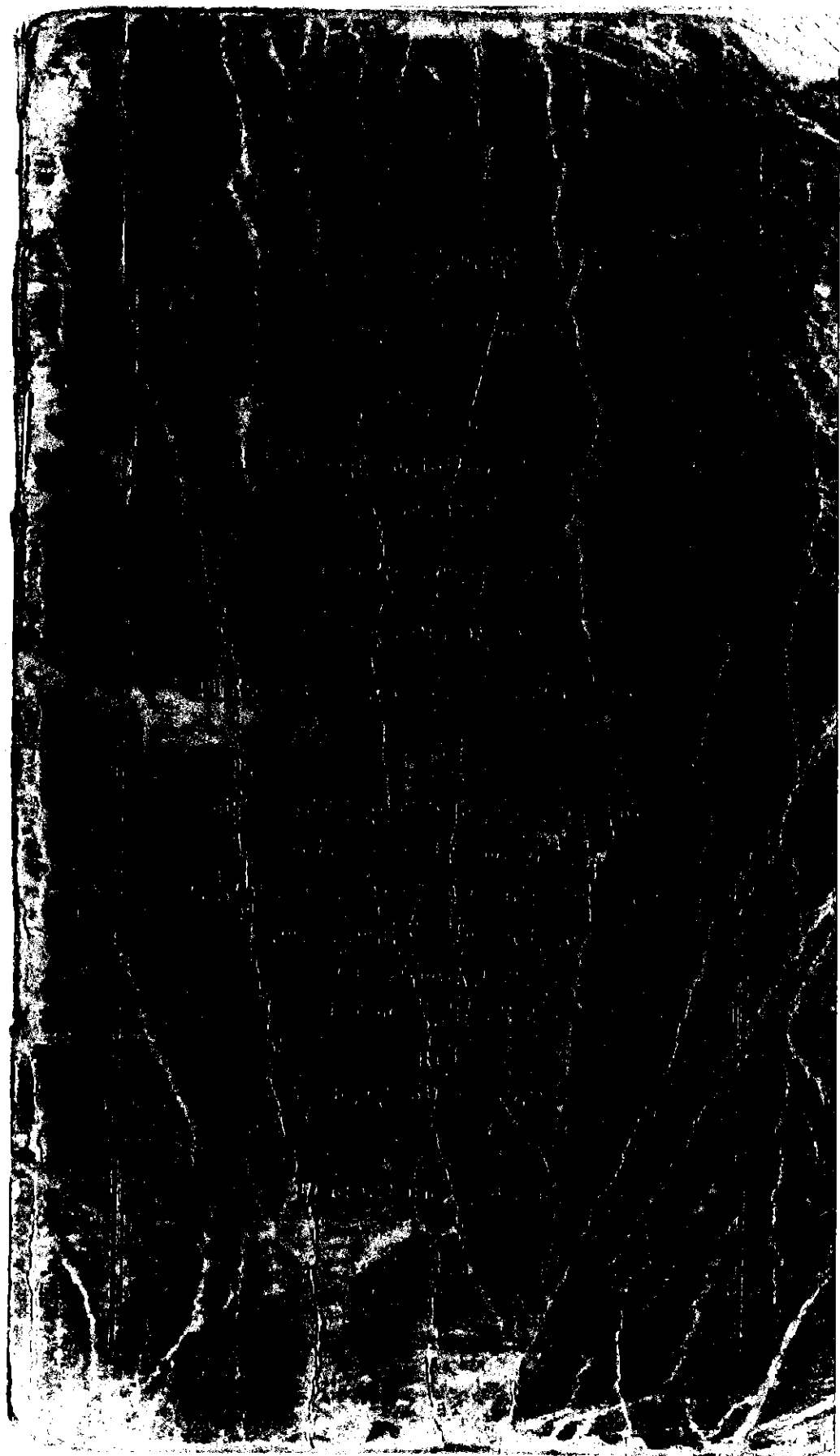


# **EXHIBIT 1**

**1966-1969 UAW - BOHN CONTRACT**



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**BOHN ALUMINUM & BRASS CO.**  
**LOCAL NO. 1402 U.A.W.**

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America UAW-~~AFL-CIO~~ and Local No. 1402 thereof, hereafter referred to as the Union, having demonstrated that it represents for purposes of Collective Bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America UAW-~~AFL-CIO~~ and Local No. 1402 and the Holland, Michigan Plant #16 of Bohn Aluminum & Brass Company, Holland, Michigan, a Division of Universal American Corporation, hereafter referred to as the Company, hereby agree as follows:

**WITNESSETH THAT:**

WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

## **Article I**

### **RECOGNITION**

**Section 1.** The Company recognizes the Union as the exclusive bargaining agency in Plant #16 for all production and maintenance employees, including tool room, shipping and receiving employees and group leaders, but excluding office clerical employees, professional employees, all other plant clerical employees, technical, engineering and professional employees, time study employees, timekeepers, foremen, assistant foremen, all other supervisors as defined in the Act, and guards for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievances or complaints which may exist now or may arise in the future.

**Section 2.** The Company will not, during the life of this agreement, promote, aid, or finance any other labor group or organization which proposes to engage in collective bargaining, and will not negotiate or deal with any other union group or organization during the period covered by this agreement, unless ordered to do so by the National Labor Relations Board.

**Section 3.** The Company agrees that it will not discriminate against employees in their training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise because of race, creed, color, national origin, sex, age, or marital status.

**Section 4.** The Company will not interfere with the right of its employees to become members of the Union. Neither the Company nor any of its agents will exercise discrimina-

tion, interference, restraint, or coercion against any representative of the Union because of such representation. The Union agrees that its members and agents will not coerce employees into membership and will not engage in Union activity during working hours except as authorized in this agreement.

## **Article II**

### **UNION SECURITY**

**Section 1.** All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union. The Company may hire new employees who do not belong to the Union, but all new employees and all present employees who are not members of the Union shall, as a condition of continued employment, join the Union forty (40) days of work after the date of employment on the effective date of this agreement and shall thereafter maintain membership in the Union during the life of this agreement through regular payments of initiation fees and dues to the Union.

**Section 2.** The Union agrees that membership in the Union will be available to each employee on the same terms and conditions generally applicable to other members of the Union. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied membership in the Union; or be requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

Section 3. The Union will notify the Company in writing of any employee who, during the life of this agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be discharged within two (2) days after receipt of said affidavit.

Section 4. The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment of wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union.

*omit*  
Section 5. Notwithstanding the provisions outlined in Sections 1, 2, 3, and 4 above, any employee covered by this agreement who was hired prior to October 12, 1966, who has bona fide religious objections to Union membership, shall not be required to become and remain a member in good standing of the Union, but shall be required, in lieu thereof, to pay into the Welfare Fund of Local No. 1402 monthly such sums as he would have paid as membership dues to the Union had he become and remained a member.

### Article III

#### MANAGEMENT

Section 1. The management of the work and the direction of the working forces in-

cluding the rights to hire, promote, transfer, suspend, or discharge are vested exclusively in the Company. The operations throughout the plant shall be determined by the Company, including the rights to decide the nature, means, and methods of operations.

Section 2. Production standards shall be established on the basis of fairness and equity consistent with the quality of workmanship, efficiency of operations, and the reasonable working capacities of normal operators. The Union shall have the right to process grievances involving disputed production standards through the grievance machinery set up in this contract but not including arbitration.

Section 3. The Company reserves the right to continue to contract out certain building repair, maintenance and tooling work, as has been the custom; to sub-contract production work which may be over and above the acceptable burden for its regular facilities for any particular type of work. However, this will not be used for the purpose of reducing the work force.

### Article IV

#### REPRESENTATION

Section 1. In all matters of collective bargaining the Union shall be represented by a Bargaining Committee, which shall likewise act as the grievance committee of five (5) persons who shall include in their number the president of the Union.

Section 2. For the purpose of collective bargaining as it pertains to the grievance procedure, the employees shall have the right to

be represented by Stewards as specified below:

**Day Shift:**

Forge	1
Fabrication:	
Buffing & Mechanical	1
Anodize & Paint	1
Extrusion (including	
Shipping & Receiving)	1
Maintenance, Tool Room,	
& Building & Grounds	1

**Afternoon Shift:**

Forge	1
Fabrication:	
Buffing & Mechanical	1
Anodize & Paint	1
Extrusion (including	
Shipping & Receiving)	1
Any department with less than five	
(5) employees per shift will be represented by the Buffing-Mechanical Fabrication Steward.	

**Midnight Shift:**

Forge	1
Fabrication:	
Buffing & Mechanical	1
Any department with less than five	
(5) employees per shift will be represented by the Buffing-Mechanical Fabrication Steward.	

It is understood and agreed between the parties that it may be necessary to change the above schedule for Steward representation because of changes in productive operations or conditions. Any such changes shall be negotiated between the Company and the Union.

## **Article V**

### **GRIEVANCE PROCEDURE**

**Section 1.** For the purpose of this Article, a grievance shall be defined as a complaint

against the Company in regard to the interpretation or application of this Agreement; or a complaint in regard to working conditions within the plant or on Company premises. The Grievance Procedure shall be as follows:

A—The employee or a representative of a group of employees or the Steward of the department or both, shall take the grievance up with the Foreman of the department. If it cannot be settled verbally, it shall be presented in writing to the Foreman of the department within three (3) working days. The Foreman shall give his decision in writing within two (2) working days after the grievance is received.

B—In the event the grievance is not settled with the Department Foreman, the Steward and a member of the Bargaining Committee shall present said grievance to the Superintendent, in writing, and signed by the aggrieved. Such written grievances shall be presented within three (3) days (working days) following the Foreman's decision. The Superintendent shall give his decision, in writing, within three (3) working days after receiving the grievance in writing.

C—In the event the grievance is not settled with the Superintendent, it will be referred to the Personnel Manager in writing within three (3) working days following the Superintendent's decision. The Personnel Manager will place the grievance on the Agenda for decision between the Bargaining Committee and Plant Management at the next regularly scheduled Union-Management meeting unless the issue is tabled by mutual agreement. If the Company, or Union Representative, designated herein to make the presentation of and decision on the grievance are not available, an additional five (5) working days shall be allowed. If the grievance is one which presents a possible continuing liability or is of an urgent nature, a special meeting may be held. The International Repre-

representative of the Union and the Company Director of Industrial Relations, or his representative, may also attend meetings at this step of the Grievance Procedure.

D—If the grievance is not resolved as provided in sub-section C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within twenty (20) days after the receipt of the final decision of the Company. *in writing*

Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production standards, and health and safety may be appealed to arbitration.

In the event that the Company and the Union cannot agree upon an arbitrator within five (5) days after the written notice of intention to submit the matter to arbitration, the matter will be submitted to the American Arbitration Association for disposition according to the rules of that Association. The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One (1) copy of the arbitrator's decision shall be sent directly to the International Union, Arbitrator Service Department, 8000 E. Jefferson Ave., Detroit, Michigan.

The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of witnesses, shall be borne by the party incurring them.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances and he may modify penalties assessed by the management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety.

It is understood that time limits established between steps of the Grievance Procedure may be extended by mutual agreement. Failure of the Union to either request an extension of the time limits or appeal a grievance to the next step within the time limits, shall be considered as a withdrawal of the grievance. When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced to writing and copies furnished to both parties.

Any claims, including claims for back wages by an employee covered by this Agreement, or by the Union, against the Company, shall not be valid for any period prior to the date the grievance was first filed, unless there is substantial evidence that the circumstances of the case made it impossible for the employee, or the Union, to know that grounds for such a claim existed prior to the date the grievance was filed. In any case, the claim shall be limited to thirty (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed thirty (30) days prior to the date the employee was first notified of the overpayment.

**Section 2.** Members of the Union Bargaining Committee and Stewards will be paid for time spent in grievance settlement, provided in the opinion of Management, the privilege is not abused.

Time spent in meetings with management on grievances outside the employee's regular eight (8) hour shift will not be paid for by the Company unless the Company requests that the meeting be continued beyond the employee's regular quitting time.

The rate of pay for Union Representatives while settling grievances and while meeting with Management will be their hourly rate.



Section 3. No Union Representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his Foreman. Any Union Representative authorized to function in a department in which he is not himself employed, must notify his own foreman before leaving his job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union Representative(s) designated to handle grievances in the appropriate step of the procedure.

Section 4. Any grievance concerning a rate or production standard which cannot be settled with the Foreman or the Superintendent shall be immediately reduced to writing and presented by a Union Bargaining Committee member to the Company Representative in the third step. The Company will promptly investigate and attempt to resolve such grievance. If the Union requests that an Industrial Engineer or Time Study Man from the International be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company Industrial Engineer and in such case it is agreed to hold the grievance in the third step until this can be accomplished. The same procedure will be followed at the Union's request by the International Compensation and Safety Department Representative in grievances at the third step level involving health and safety.

Section 5. When entering the plant on his own time for the purpose of investigating a grievance on an off-shift the president, or his alternate in case of the president's absence, shall sign in with the Plant Guard or Plant

Supervision and report first to the supervisor on the shift. When entering a department for the purpose of this investigation, the president, or his alternate in case of the president's absence, will make his presence known to the department supervisor and will not discuss the grievance with any employee without first notifying the supervisor.

## Article VI

### STRIKES AND LOCKOUTS

Section 1. The Company agrees that during the term of this Agreement there shall be no lockouts until all of the Grievance Procedures, including arbitration, have been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for three (3) days. A layoff due to lack of work shall not be contrued as a lockout.

The Union agrees that during the term of this Agreement there shall be no strikes, slowdowns, or stoppage of work until all the grievance procedures, including arbitration, have been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule, until after negotiations have continued for three (3) days, and not even then unless authorized by the International Union, UAW AFL-CIO.

## Article VII

### DISCIPLINE AND DISCHARGE

Section 1. It is mutually agreed that the Company may adopt and publish rules of con-

duct for all employees, governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this Agreement.

**Section 2.** Any employee of the Company who violates the published rules of conduct or other reasonable published requirement of the Company, shall be subject to disciplinary action by the Company up to and including discharge.

**Section 3.** It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past twelve (12) calendar months. Furthermore, when an employee has received no disciplinary action for a twelve (12) month period, his record shall be cleared.

**Section 4.** The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

An employee who is removed from his work or called to an office for interview regarding unsatisfactory work or conduct, or for violation of shop rules shall be represented by a Steward or Committeeman. The employee will be informed of his rights to such representation.

**Section 5.** In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the Grievance Procedure as outlined in Article V hereof.

**Section 6.** A seniority employee unable to fulfill the requirements of his job shall not be

subject to discharge until after he has had a reasonable chance to qualify for other work in the same department or plant provided, however, the Company shall not be required to reassign any employee more than once pursuant to this Section.

**Section 7.** Excessive garnishments will not be tolerated. Employees who receive garnishments or wage attachments of any kind will be subject to disciplinary action as follows:

First offense:	Disciplinary Warning
Second offense:	1-day Layoff
Third offense:	3-day Layoff
Fourth offense:	Discharge

The four (4) offenses must occur within the same twelve (12) month period.

Pursuant to Michigan Public Act No. 175 of 1964, the Company will not discipline any employee subject to a court ordered wage assignment in favor of the Friend of the Court for the support of minor children and/or a divorced or estranged spouse.

**Section 8. Absenteeism and Tardiness:**

Upon accumulating a total of five (5) unexcused absences or tardinesses in a six (6) month period, employees will be issued a written warning. On the sixth (6th) such occurrence, employees will receive a one (1) week disciplinary layoff and on the seventh (7th) such occurrence, employees will be discharged. Illness supported by a Doctor's certificate will not be counted in making the above calculation. Illness not supported by a Doctor's certificate will be counted. Absences due to accidents or death in the immediate family will not be counted if acceptable proof is presented. Employees who have had no unexcused absences or tardinesses for a period of six (6) calendar months will have their records cleared. For the purpose of arriving at the number of un-

excused absences or tardinesses, as referred to above, each day of unexcused absence will be counted as one (1), and each unexcused tardiness will be counted as one-half ( $\frac{1}{2}$ ). For example: four (4) days of unexcused absences and two (2) occasions of unexcused tardiness will total five (5).

## **Article VIII**

### **SENIORITY**

**Section 1.** All employees are probationary until they have completed forty (40) days of work. After such period they shall be considered Seniority Employees.

**Section 2.** All employees shall have Department Seniority and Plant Seniority. Department Seniority is equal to the total length of service in a Department. Plant Seniority is equal to the total length of service with the Company.

**Section 3.** Seniority lists cover the following departments:

1. Maintenance
2. Tool Room
3. Fabrication
4. Buffing
5. Paint
6. Extrusion
7. Forge
8. Shipping and Receiving
9. Building and Grounds
10. Laboratory Helpers

**Section 4.** Seniority Application in all Classifications except Maintenance Journeyman, Tool and Die Journeyman, and Apprentices:

**A—Department Seniority** shall be used in the following cases:

- (1) Whenever practicable in determining work shift;
- (2) Determining the order in which employees are laid off from their department;
- (3) Determining the order in which employees are recalled to their original department;
- (4) Together with ability, in selecting employees for advancement to higher skilled jobs in their department.

**B—Plant Seniority** shall be used in the following cases:

- (1) Determining the order in which employees are laid off from the plant;
- (2) Determining the order in which employees are recalled to work from plant layoff;
- (3) Together with ability, in considering employees who have applied for a transfer into another department.

**Section 5. Promotions and Transfers in Departments Outlined in Section 4:**

All employees shall have an opportunity to transfer into departments other than their own according to their Plant Seniority; and to advance to higher skilled job classifications in their own department, according to Department Seniority as follows:

**A—Job openings**, except Group Leaders, in the higher skilled classifications within a department, along with job qualifications, shall be posted on the Department Bulletin Board for two (2) working days. Employees in the department who wish to be considered for the job may so indicate by signing their names on the bulletin board notice. Employees shall be considered for the job on the basis of

ability and Department Seniority. Job qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company. Job openings which are created by absenteeism, leave of absence, and vacations will not be posted.

B—Employees may apply for a transfer at the Personnel Department for jobs in departments outlined in Section 4 other than their own. Before new employees are hired, employees requesting transfer to a different department shall be considered on the basis of ability and Plant Seniority. Employees so transferring must follow the established procedure of job progression to qualify for promotion. The Company reserves the right to hire experienced people to fill immediate needs, and also reserves the right to retain an employee who otherwise would be transferred for a reasonable length of time in order to train his replacement. The Company will promptly attempt to obtain and train such replacement.

C—All employees transferred to a job in another department as outlined in Section 4, shall retain their seniority in their old department for a period of three (3) calendar months and shall start accumulating seniority in the new department the first day. After three (3) calendar months' service in the new department, the transfer shall be considered permanent and employee's seniority in the new department shall equal employee's total length of service in his plant.

D—In the event an employee who has requested and received a transfer to another department is laid off in the new department before completing three (3) calendar months of service, due to a force reduction, he shall be credited with the number of days worked in the new department and upon recall must complete the number of days needed to total three (3) calendar months before being given

full seniority in the new department. An employee laid off from his regular department must return to such department when recalled, and will maintain and accumulate seniority in his original department only.

#### Section 6. Temporary Transfers:

In the event the Company transfers an employee to a temporary job, the employee so transferred shall take the rate of pay of his original job or the rate of pay of the job to which transferred, whichever is higher.

#### Section 7. Preferential Seniority

All persons elected or appointed to hold Local Union positions must be employees of the Company. The President, Vice President, Recording Secretary, Financial Secretary, Guide, Sergeant at Arms, Trustees, and members of the Bargaining Committee of the Union shall head the Seniority List during their terms of office, but shall be returned to their original standing upon termination of their service on said committee or in said office. The President, Recording Secretary, Financial Secretary, and members of the Bargaining Committee shall be assigned to the Day Shift during their terms of office if requested by the Union, but shall be assigned a shift according to their seniority upon expiration of their term of office. Stewards shall head the seniority lists in their respective departments or districts during their terms of office. The Local officers, committeemen, and stewards shall in the event of a layoff be continued at work as long as there is a job in their respective departments which they are able to do without training. Seniority under this section will apply to layoff and recall only.

Section 8. Any employee covered by this agreement transferred or promoted to a super-

visory or other job outside the bargaining unit will continue to accumulate Plant Seniority as well as seniority in the department from which he was promoted provided, however, such an employee may not be promoted and returned to the bargaining group more than twice in any twelve (12) month period. Such employee may voluntarily return or may be returned by the Company to the bargaining unit at which time he may apply his seniority to claim a job in the bargaining unit.

Foremen and supervisory employees shall not perform work normally done by Bargaining Unit workers, except in case of emergency or for instruction or experimental purposes. The restriction on Supervisors performing work normally done by Bargaining Unit workers shall not apply to the Foreman of the Tool Room, nor shall it apply to Maintenance Supervisors performing electrical work such as they have performed in the past.

#### **Section 9. Layoffs:**

A—Layoffs from the plant out of the departments outlined in Section 4 shall be by Plant Seniority. Probationary employees in such departments shall be laid off first. Employees with the least amount of Department Seniority shall be laid off from their department.

An employee laid off from his department will be placed on an open job in another department that he can perform without training. If no such open job exists, he will replace the employee with the lowest plant-wide seniority, provided he can perform such job without training. If the lowest seniority employee would then be laid off from the plant, the bumping employee may elect to take the lay-off instead of exercising his seniority. However, he must accept the first open job when recalled. If he does exercise his bumping privilege and remains in the plant, he may

then (if he has suffered a reduction in pay by bumping) apply to the Personnel Department for a higher paying job plant-wide, if he has previously satisfactorily performed such job in this plant. If such a job is held by an employee with less plant-wide seniority, he will be assigned to the job and shift held by the most junior employee in such classification. The Company may have up to thirty (30) days to effect such transfer.

B—An employee going to work in a department other than his own, because of lay-off, must return to his own department when recalled.

#### **Section 10. Temporary Layoffs:**

A temporary layoff is one which may be of no more than five (5) working days duration, and these layoffs may be made without regard to seniority or shift.

#### **Section 11. Recalls Following Layoffs:**

Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail, return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 12, Item D, of this Article, shall be considered to have voluntarily quit.

Seniority employees shall be recalled to work before probationary employees are recalled.

When employees are to be reemployed within a department, those employees having the greatest departmental seniority shall be called back first.

#### **Section 12. Seniority Break-off:**

Seniority is broken under the following conditions:

A—When an employee quits.

B—When an employee is discharged.

C—Being laid off the Company payroll continuously for a period as follows:

Seniority employees with less than 1 yr. seniority at time of layoff	— 1 year
Seniority employees with from 1 to 2 yrs. seniority at time of layoff	— Length of Seniority
Seniority employees with over 2 yrs. seniority at time of layoff	— 2 years

D—Failure to return to work within three (3) working days following recall notification by certified mail.

E—Failure to come to work for three (3) consecutive days without properly notifying the Company and without giving acceptable reason for such absence.

F—When an employee retires and receives a pension under the Company pension plan.

G—Failure to report for work within ninety (90) calendar days after receiving a military discharge provided, however, that discharged servicemen on Medical Leave of Absence shall not be subject to the provisions of this subsection.

H—Failure to report for work upon the expiration of a leave of absence.

### Section 13. Seniority Lists:

The Company will furnish to each member of the Bargaining Committee and Stewards a complete plant seniority list each three (3) months. Copies will be posted on the bulletin boards. The Company will maintain in the Personnel Department a master seniority list which will be kept up to date at all times. Two (2) or more employees having the same

date of first employment shall, for all seniority consideration, be listed as follows: Day Shift employee ranks first, Afternoon Shift employee ranks second, and Midnight Shift employee will be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paperwork is completed. If transferred to another department, they will be ranked according to the plant-wide master seniority list. The Company will furnish to the Union each month a list of additions or deletions.

The Recording Secretary of the Union will provide the Company with an up-to-date written list of committeemen, officers, and stewards each three (3) months, and/or whenever there are changes.

### Section 14. Shift Preference:

Once each year employees having seniority may make application for transfer to another shift, in the same classification and department as they are working at time of application. Such applications will be made in writing to the Personnel Department. No further changes will be made for a period of one (1) year unless an opening in the same classification and department should occur on another shift during the year. In the event such an opening occurs, preference will be given to the longest-seniority employee who has made application for that shift. It is recognized that where necessary, an experienced employee shall be assigned an off shift for the time required to train a new employee.

### Section 15. Skilled Departments:

Tool Room  
Maintenance

A—Application of Seniority in Skilled Departments:

The seniority of employees transferring to jobs in the Tool Room and Maintenance Departments shall agree with the date of entry into the department. Department seniority, whenever practicable, shall be used in determining work shift.

**B—Promotion to Higher Skilled Jobs:**

All job openings, except Group Leader, in the skilled departments, along with qualifications, shall be posted on the bulletin board per procedures outlined for departments specified in Section 4.

**C—Layoffs:**

Layoffs from the Skilled Departments shall be by job classification seniority. Employees laid off from these departments may claim a job in departments specified in Section 4, providing they have the ability and sufficient plant seniority; or these employees may elect to take a voluntary layoff. Probationary employees shall be laid off before seniority employees are laid off.

**D—Temporary Layoffs:**

Same as for departments specified in Section 4.

**E—Recalls:**

Employees in Skilled Departments shall be recalled to work as jobs become available, that they are capable of performing; and will be recalled in the reverse order in which they were laid off.

**F—Seniority Break-off:**

Same as for departments specified in Section 4.

**G—Seniority Lists:**

Same as for departments specified in Section 4.

**Section 16.** When an employee's absence from work is due solely to his being incapacitated for work through accident or occupational disease arising out of and within the scope of his employment, he shall not lose seniority and shall be returned to work in accordance with his seniority as nearly as may be practicable, as if he had not suffered such disability, provided he returns to work within three (3) years and is able to perform work available to him when he returns. In the event that he is so incapacitated as not to be able to perform his regular work, he may be employed in other work which is available and which he can perform without regard to the seniority provisions of this agreement.

## **Article IX**

### **LEAVES OF ABSENCE**

**Section 1.** An employee requesting a leave of absence for more than one (1) day shall make application therefor in writing, on a form provided for that purpose, to the supervisor of the department in which he is employed. Employees must have six (6) months or more seniority to be eligible for consideration of a leave of absence, except in those cases where definite proof is provided that they are unable to work due to emergency or sickness.

**Section 2.** Leaves of absence for reasons other than medical or for vacation may be granted at the discretion of the Company to any employee for such period as the Company may determine, but not exceeding two (2) months. When a leave of absence is granted to an employee, before it shall be come effective he and the Union shall be furnished with a written notice of the duration of such leave. The employee must state the reasons he desires a leave on his application. It is agreed that

leaves under this section are to be granted only under special and/or unusual circumstances.

**Section 3.** Leaves of absence other than medical will normally be given only for periods comparable to the usual vacation allowances of one (1), two (2), or three (3) weeks per year depending on length of service of the employee concerned. An employee may use his vacation leave time as he sees fit, but leaves of absence will not be given in order or for the reason that the employee wishes to do other work, either for others or on his own farm or house or business.

**Section 4.** An employee who shall become ill and whose claim is supported by evidence satisfactory to the Company, shall be granted a sick leave of absence for the period of such disability provided it does not exceed two (2) years.

**Section 5.** An employee while on leave of absence accepting employment by others for compensation without permission of the Company and the Union, shall be deemed to have voluntarily quit.

**Section 6.** Employees elected or selected to perform union duties, and employees elected to public office in their respective counties or states, or in the United States Congress, shall be granted leave of absence until such service shall end.

**Section 7.** Employees who become pregnant shall be granted and must accept a leave of absence at least four (4) months prior to the expected date of delivery and shall be required to return to work within three (3) months after delivery, except in those cases where a doctor's certificate is issued that they are unable to return, or as otherwise agreed to between the Company and the Union.

**Section 8.** Seniority shall accumulate during authorized leaves of absence.

## Article X

### WAGES, HOURS, AND OVERTIME

**Section 1.** For the purpose of computing overtime premium pay, the regular working day is eight (8) hours and the regular working week is forty (40) hours.

The work week shall be deemed to commence with the No. 1 shift Monday (7:00 p.m. Sunday to 5:00 a.m. Monday) and ends one hundred sixty-eight (168) hours thereafter.

Work schedules which exceed eight (8) hours per day or forty (40) hours per week shall be compensated for as follows:

A—Time and one-half will be paid for time worked over eight (8) hours per day.

B—Time and one-half will be paid for Saturday work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.

C—Double time will be paid for work on Sundays and for work on the designated holidays.

D—There shall be no pyramiding of overtime pay, and allowance made for time not worked shall not be used in computing hours worked.

E—When possible, the Company agrees to give nine (9) working hours previous notice of work to be performed on Saturdays and holidays.

F—When overtime is necessary, employees who customarily work on the classification in-



involved shall work the overtime period. Insofar as practical, employees working on the same operation shall have the overtime divided equitably among them. Employees may decline the overtime subject to the remainder of this paragraph. Overtime regularly scheduled for periods of time will be rotated. Daily overtime on a casual basis will be performed by the man who is working on the classification involved. If he is notified of the overtime work the preceding day, it will be compulsory for him to perform such daily overtime. If he is notified on the day when the overtime is scheduled to be performed, (it will be voluntary.) Regarding Saturday overtime, the Company will follow its past practice of going outside of the department and classifications scheduled to work to get qualified volunteers in the event a sufficient number of employees in the department affected do not wish to work overtime. Having done this and still not having sufficient employees willing to work the Saturday overtime, the Company will then assign the overtime work to employees in the classification in the order of inverse seniority with the junior qualified employee assigned first, etc., until the Company has obtained sufficient employees to do the work. This provision does not apply to temporary employees, nor does it apply to Sunday overtime, except that it will apply to Sunday on breakdown situations, and in case of national emergency.

G—When five (5) or more people are scheduled to work overtime in a Steward's department or district, the Steward will be offered an opportunity to work provided he is qualified to do one of the jobs scheduled to be performed. If the Steward is unavailable or unable to perform one of the jobs scheduled, the Bargaining Committeeman from the district will be offered work in his place, provided he is qualified to perform one of the jobs scheduled to be done. If the Committeeman is absent, the President will be offered an op-

portunity to work in his plant provided he is qualified to perform one of the jobs scheduled to be done.

H—No Local Union Officer shall take time away from the plant for the purpose of conducting Union business except with the permission of his foreman or supervisor. Such permission shall be freely granted. In the event such officer leaves the plant with permission during his work shift to perform duties for the Union, the time so taken shall, for the purpose of computing overtime pay or holiday pay, be considered as time actually worked.

I—Time spent by the Bargaining Committee in contract negotiations will be counted as time worked for the purpose of pension credit, vacation hour requirements, and to satisfy the conditions for holiday pay if otherwise eligible.

**Section 2.** Employees will be paid eight (8) hours pay at their regular straight time hourly rate exclusive of night shift, and overtime premium for the holidays specified elsewhere in this Contract providing they meet all of the eligibility rules set forth in this Contract.

**Section 3.**

A—An employee whose scheduled shift starts on or after 7:00 p.m. but before 5:00 a.m. shall be deemed to be working the No. 1 (Midnight) shift.

B—An employee whose scheduled shift starts on or after 5:00 a.m. but before 10:30 a.m. shall be deemed to be working the No. 2 (Day) shift.

C—An employee whose scheduled shift starts on or after 10:30 a.m. but before 7:00 p.m. shall be deemed to be working the No. 3 (Afternoon) shift.

**Section 4.** Any employee permitted to re-

port for work, without having been notified that there will be no work, will be given four (4) hours work or four (4) hours pay at his regular rate. This provision shall not apply when the lack of work is due to labor dispute at this plant, fire, acts of God, utility failures, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

**Section 5.** Any employee called to work will be given a minimum of two (2) hours work in the plant or two (2) hours pay at his regular hourly rate. Any employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of two (2) hours pay, and may not be required to work beyond the duration of the emergency. This will not include persons continuing work into another shift beyond their regular working hours.

**Section 6.** Under normal conditions pay checks will be distributed prior to the lunch period on Friday of each employee's regularly scheduled work week. Afternoon shift employees will normally receive their pay checks on Thursday. However, any such employees who receive pay checks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the scheduled next day following receipt of said pay checks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance.

**Section 7.** A shift premium of ten (10¢) cents per hour will be paid to employees regularly working on the first (Midnight) shift. A shift premium of ten (10¢) cents per hour will be paid to employees regularly working on the third (Afternoon) shift.

## **WAGE INCREASES AND UPGRADING**

### **Section 8. Annual Improvement Factor:**

The Annual Improvement Factor provided for herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective.

Accordingly, it is agreed that the following Improvement Factor increase in wages shall be granted to each employee covered by the Agreement:

Effective December 5, 1966, an increase of ten (10¢) cents per hour;

Effective December 5, 1967, an increase of eight (8¢) cents per hour;

Effective December 5, 1968, an increase of nine (9¢) cents per hour.

The improvement factor increase shall be added to the guaranteed hourly rate for each classification, including minimum and maximum rate. In addition to the general increases outlined above, certain increases in rates have been agreed upon as specified in Exhibit "A" attached hereto and made a part of this Agreement as if set out in full herein. Wage rates are fixed for the period of this Agreement.

### **Section 9. Apprenticeship Program:**

During the negotiation of this Agreement, both parties considered the installation of a formal Apprenticeship Program covering employees in the Maintenance Department and the Tool and Die Shop. Certain problems in the installation of such program have not as yet been completely resolved. Details will be worked out as soon as possible based on the

discussions of such problems after ratification of this Agreement.

**Section 10.** Rates for new job classifications as established by the Company shall be designated as temporary and the Union notified thereof within five (5) days. The rate shall be considered temporary for a period of one (1) month following the date of notification to the Union. During this period, the Union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the Union to negotiate the rate within the one (1) month period, or upon completion of negotiations, the temporary rate or the negotiated rate, as the case may be, shall become the established rate for the job classification. If no agreement is reached within thirty (30) days after the Union requests the Company to negotiate the rate, the dispute over such rate may be submitted under the Grievance Procedure at Section 2, C, but not subject to arbitration.

#### **Section 11. Cost-of-Living Allowance:**

Each employee covered by this Agreement shall receive a Cost-of-Living allowance as set forth herein. The amount of the cost-of-living allowance shall be determined and re-determined as provided below on the basis of the official Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor, identified as "All Items for Urban Wage Earners and Clerical Workers, including Single Workers, 1957-1959 equals 100."

The amount of the Cost-of-Living allowance shall be determined and re-determined quarter - annually on the basis of the Index as follows:

#### **Effective Date of Allowance**

#### **Based Upon**

First pay period commencing on or after December 1, 1966, and at quarterly intervals thereafter through September 1, 1969.

Index as of October 15, 1966, and as of quarterly intervals thereafter.

In the event the Bureau of Labor Statistics shall not issue the appropriate Index on or before the beginning of one of the pay periods referred to in the above table, any adjustment in the allowance required by such Index shall be effective at the beginning of the first pay period after receipt of such Index.

No adjustments retroactive or otherwise shall be made in the amount of the Cost-of-Living allowance due to any revision which later may be made in the published figures for the Index for any month on the basis of which the allowance shall have been determined.

The amount of the Cost-of-Living allowance which shall be effective for any such quarterly period shall be determined in accordance with the following table:

#### **BLS Consumer Price Index**

#### **Cost-of-Living Allowance in Addition to Wage Scale by Job Classification**

113.6 or less	None
113.7 - 114.0	1¢ per hour
114.1 - 114.4	2¢ per hour
114.5 - 114.8	3¢ per hour
114.9 - 115.2	4¢ per hour
115.3 - 115.6	5¢ per hour
115.7 - 116.0	6¢ per hour
116.1 - 116.4	7¢ per hour
116.5 - 116.8	8¢ per hour
116.9 - 117.2	9¢ per hour
117.3 - 117.6	10¢ per hour

and so forth with one (1¢) cent adjustment for each 0.4 change in the Index.

The above scale reflects the fact that as of the date of this Agreement the Index for October 15, 1966 was 114.5 which calls for a total Cost-of-Living payment of three (3¢) cents per hour as of December 5, 1966.

The Cost-of-Living allowance shall be taken into account in computing overtime, Sunday, holiday and shift premiums and in determining call-in pay and pay for vacations and unworked holidays.

Continuance of the Cost-of-Living allowance shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index described above, unless otherwise agreed upon by the parties.

#### **Section 12. Bereavement Pay:**

An employee with at least six (6) months of continuous service who is absent from work solely because of the death and funeral of his or her parent, brother, sister, child, mother-in-law, father-in-law, or spouse will be compensated on the basis of his average straight time earnings for the time lost by him from his regular schedule by reason of such absence up to a maximum of three (3) days for each such absence at eight (8) hours per day.

#### **Section 13. Jury Duty:**

An employee with one (1) or more years seniority who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night shift premium) the employee otherwise would have earned by working during straight-time hours for the Company on that day — and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty

and on which he otherwise would have been scheduled to work for the Company.

The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give local Management prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty.

### **Article XI HOLIDAY PAY**

#### **Section 1.**

A—All hourly rated employees shall receive holiday pay for New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the last working day before Christmas Day, and the employee's Birthday, as specified below providing:

- (1) The employee has seniority as of the date of the holiday;
- (2) The employee would otherwise have been scheduled to work on such day if it had not been a holiday; and
- (3) The employee must have worked the full scheduled shift on the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week. Only one (1) work week will be considered. Employees absent on such last scheduled work day and next

scheduled work day for reasons of illness must furnish acceptable proof of illness to the Company's Medical Department. An employee who is tardy on the last scheduled work day prior to or the next scheduled work day after such holiday will not lose holiday pay if he presents a reasonable excuse acceptable to the Company for such tardiness. An employee who begins work on the day prior to or the day following the holiday and becomes ill will not lose holiday pay if such illness can be substantiated.

B—Holiday pay shall be for eight (8) hours at straight time exclusive of night bonus, or overtime.

C—Employees with seniority who have been laid off in a reduction of force during the work week prior to or during the week in which the holiday occurs will receive holiday pay.

D—Employees who are absent from work during a regularly scheduled work week, during which one of the above mentioned holidays fall, due to an approved leave of absence or sick leave not in excess of three (3) weeks, shall receive holiday pay.

E—When a holiday falls on Saturday, eligible employees shall receive holiday pay, provided they have worked the full scheduled shift on the last preceding scheduled work day within the week in which that holiday falls.

F—When a holiday falls on a Sunday, holiday pay will be given for the following day if that day is observed by the Federal Government as a holiday.

G—Any employee who works on a holiday will receive holiday pay if otherwise eligible under the holiday procedure and will also be paid double his normal straight time earnings for such hours worked.

H—Employees who have accepted holiday work assignments and failed to report for and perform such work, without reasonable cause acceptable to management, shall not receive holiday pay.

I—Employees who receive holiday pay under this procedure, and work part of a shift that falls within the holiday, shall receive straight time for such work on a holiday.

J—When an employee's birthday falls on a day designated as a holiday in this Agreement, the employee shall take the last scheduled work day preceding the designated holiday as his birthday holiday.

In a year other than Leap Year, March 1, shall be considered as the birthday holiday of an employee whose birthday is February 29.

The Birthday Holiday is effective on and after December 5, 1967.

## Article XII

### VACATION PROVISIONS

Section 1. Each employee who, on January 1, 1967, and on each succeeding January 1, for the duration of this Agreement, has one (1) year or more of seniority and who in the twelve (12) months preceding said date shall have worked not less than one thousand forty (1040) hours shall be entitled to vacation time off with pay, as outlined in Section 2 below, for a period according to years of service as follows:

One (1) to two (2) years service =  
one (1) week off;  
Two (2) to ten (10) years service =  
two (2) weeks off;  
Ten (10) years service and over =  
three (3) weeks off.

An employee who moves to a new length-of-service bracket on his anniversary hire date will be allowed vacation leave corresponding to the number of weeks for that particular year that his new bracket calls for. For example: An employee whose tenth (10th) anniversary hire date falls on September 1, is entitled to two (2) weeks vacation time off prior to September 1. After September 1, he would be eligible for an additional one (1) week for a total of three (3) weeks in that calendar year.

Requests for leave of absence must be made and approved by the Company and the Union at least two (2) weeks in advance and the Company reserves the right to limit the number of leaves in any department at one time to not more than ten percent (10%) of the number of employees in that department.

Vacations will be allocated by seniority, except in those cases where such allocation would result in too many employees in the same classification being off, in which event the Company will retain the necessary employees to maintain the operation.

Time lost on account of industrial accidents or occupational disease as well as time lost away from the plant by Union Representatives on official Union business shall be counted as time worked for the purpose of this Section.

Vacation time unused in any calendar year shall be of no value or credit in any other year.

## Section 2.

A—Beginning with earnings for calendar year 1967, vacation pay will be increased in accordance with the following schedule:

Seniority on December 31, 1967	% of all earnings except Vacation during calendar year 1967
1 year but less than 3 years	3%
3 years but less than 5 years	4%
5 years but less than 10 years	5½%
10 years but less than 15 years	6%
15 years but less than 20 years	6½%
20 years or over	7%

B—Employees that quit or are discharged shall receive their vacation bonus provided they have accumulated one (1) or more years' seniority at the date of quitting.

C—Employees who retire at age sixty-five (65) or older under the terms of Article XIII of this Agreement will receive vacation bonus for the portion of the year during which they were active employees but will not be entitled to any vacation bonus for any period after the date of retirement.

D—The vacation bonus will be paid before March 1, of each year during the life of this Agreement.

E—The bonus in lieu of vacation shall be maintained during the period of this Agreement by moving forward the above dates by one (1) year at the expiration of each yearly period.

## Article XIII PENSION PLAN

It is agreed that effective January 1, 1968, the present Pension Plan will be amended to provide the same benefits as contained in the Pension Plan provided for the hourly employees at the South Haven plants of the Company, except that there will be no limitation on the amount of credited service which can be counted. Details of the Pension Plan as

amended will be incorporated in a separate exhibit identified as, "Exhibit B. — Pension Plan for Hourly Employees at Plant #16, Holland, Michigan".

The amendment will also provide for a joint Company-Union Board of Administration with powers and duties as outlined in the South Haven Pension Plan.

## **Article XIV**

### **INSURANCE PLAN**

#### **Section 1. Hospital-Medical-Surgical Insurance:**

The present Hospital-Medical-Surgical Plan will be continued without change for the life of this Agreement. However, the Company reserves the right during the life of this Agreement to provide the same or better coverage through Michigan Blue Cross-Blue Shield or through a different insurance carrier. Each employee has been furnished with a copy of this plan in a separate booklet.

New employees are covered on the first (1st) of the month following the first (1st) full calendar month of continuous service.

#### **Section 2. Life Insurance:**

Each employee presently has \$3,600.00 life insurance on himself and \$1,000.00 life insurance on the wife or husband. In addition to this, he has \$1,000.00 life insurance for each child from age six (6) months to nineteen (19) years and on infants from fifteen (15) days to six (6) months in an amount of \$100.00 (which automatically increases to \$1,000.00 when the infant attains the age of six (6) months). These life insurance provi-

sions will be maintained by the Company for the period of this Agreement. In addition, effective December 1, 1968, the amount of life insurance on each eligible employee will be increased from \$3,600.00 to \$5,000.00.

The Life Insurance Policy also provides that insured employees who retire under our Pension Plan will receive upon retirement and in lieu of their life insurance benefits while an active employee, free life insurance in accordance with the following table:

Employees having \$3,600.00 or \$5,000.00 Life Insurance upon Length of Credited Service: Retirement receive:	
10 years but less than 20 years	\$500.00
20 years but less than 25 years	\$750.00
25 years and over	\$1,000.00

New employees are eligible for active life insurance coverage after thirty (30) days of continuous service.

#### **Section 3. Accidental Death and Dismemberment:**

An Accidental Death and Dismemberment provision in the amount of \$3,000.00 will be provided to eligible employees, effective December 1, 1967.

New employees are eligible for this coverage after thirty (30) days of continuous service.

#### **Section 4. Sickness and Accident Insurance (nonoccupational):**

The Company presently provides \$42.00 weekly sickness and accident benefits for a maximum of twenty-six (26) weeks. Benefits begin on the first (1st) day for accidents and on the fourth (4th) day for sickness. This policy will be maintained without change until December 1, 1967, at which time the weekly

benefits will be increased to \$50.00. All other provisions remain the same as at present.

New employees are eligible for this coverage after thirty (30) days of continuous service.

**Section 5.** All of the Insurance enumerated in Section 1 through 4 are fully paid for by the Company.

## **Article XV**

### **GENERAL**

**Section 1.** The Company shall permit the use by the Union of sufficient space on the Company's bulletin board for the posting of notices restricted as follows:

A—Notices of Union recreational and social affairs.

B—Notice of Union elections, appointments and results of Union elections pertaining to the plant or department involved.

C—Notice of Union meetings.

**ALL SUCH NOTICES MUST BE SUBMITTED TO THE COMPANY FOR APPROVAL BEFORE POSTING.**

**Section 2.** The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment as it has prior to the signing of this Agreement, through the maintenance of its protective devices and equipment in accordance with the requirements of the State law.

In order to carry out the intent of this Section, the Union shall appoint two (2) of its members to serve on the Plant Safety Committee. The Plant Safety Committee shall meet

at least once each month. Special meetings may be held when conditions warrant. Unsafe conditions shall be reported first to the Supervisor of the area.

**Section 3.** Any agreement made by representatives of either party which is not consistent with the terms of this Contract shall be of no force and effect.

### **Section 4. Validity of Agreement:**

This Agreement supersedes all prior agreements and understandings, oral or written, except as they are expressly reaffirmed or incorporated herein. Certain established practices which the Company and Union desire to incorporate will be identified in a letter from the Company to the Union dated \_\_\_\_\_. Should any term or terms of this agreement be or become wholly or partly in conflict with the laws existing during the term of this Agreement, the validity of the balance of this Agreement shall in no way be affected, and this Agreement shall be deemed modified to conform to the provisions of said existing laws.

**Section 5.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect



to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 6. Copies of all Trustees' Reports** of all benefit plans shall be provided to the International Union, UAW, Solidarity House, Detroit, Michigan, (8000 East Jofferson Avenue) and to the Regional Director, 1-D, Box H, Grand Rapids, Michigan, 49501.

**Section 7. Mailing Lists:**

Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Company shall give to the International Union the names of all retirees as well as employees covered by this Agreement together with their addresses as they then appear on the records of the Company. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

**Section 8. Compensable Injuries:**

When because of a compensable injury it is necessary for an employee to leave his work for medical treatment on the day of injury, he shall be paid for time lost from regular work while receiving treatment. If the doctor finds that the employee is unable to return to work on the day of injury, the employee shall be paid for the balance of the shift on which he was injured. If, upon his return to work, the employee has to receive medical treatment due to such injury, and such treatment can only be received during his regular work shift, he

shall be paid for time lost while receiving treatment.

**Section 9. Printing of Contract:**

The Company shall have the total agreement printed in booklet form and furnish sufficient copies to the Union and to each employee in the bargaining unit.

**Section 10. Changes of Address:**

It shall be the responsibility of employees to report any change of address or telephone numbers to the Company in writing. The employee shall get a receipt of such notice from the employment office with a duplicate furnished to the Union.

## Article XVI

### TERMINATION AND MODIFICATION

This Agreement dated December 5, 1966, will become effective on December 5, 1966, if ratified on or before December 10, 1966, and shall continue in full force and effect without change until December 5, 1969, and thereafter for successive periods of sixty (60) days unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate or change, or any combination thereof shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendments proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

Within ten (10) days after receipt of any such notice, a conference will be arranged to negotiate the proposals, in which case this Agreement shall continue in full force and effect until termination, as provided herein.

Notices shall be sufficient if sent by mail addressed, if to the Union, to Local No. 1402, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW-AFL-CIO, Holland, Michigan or to such other address as the Union shall furnish to the Company in writing; and if to the Company, to Bohn Aluminum & Brass Company, Plant #16, Holland, Michigan, or to such other address as the Company may furnish to the Union in writing.

IN WITNESS WHEREOF, the Company has caused these presents to be signed in its behalf

by its duly authorized and accredited representative and the Union has caused the same to be signed in its name by its accredited Officers and Committeemen this 5th day of December, 1966.

BOHN ALUMINUM & BRASS COMPANY  
HOLLAND, MICHIGAN  
PLANT #16  
A DIVISION OF UNIVERSAL  
AMERICAN CORPORATION

John J. Hosta  
John S. Nahikian  
Paul Disser  
Allan R. Poore

INTERNATIONAL UNION,  
UNITED AUTOMOBILE,  
AEROSPACE AND AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA,  
UAW-AFL-CIO and LOCAL  
#1402 UAW

Kenneth Ter Horst  
Harris Driesenga  
Harold H. Kronemeyer  
Brian Hyma  
Emil Stolke  
Robert L. Hulsebus  
International  
Representative  
Kenneth W. Robinson  
Regional Director

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